

## **GENERAL SUMMARY OF POLICIES**

1. **Construction Workforce.** With respect to each Project, Developer shall use Best Efforts to comply with City Resolution No. 21-1998 concerning the inclusion of minorities and women in order to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade, to be achieved at least halfway through the contract (or in the case of a contract of six months or more, within 60 days of beginning the contract) (collectively, the "**Construction Workforce Goals**").

The Construction Workforce Goals are not applicable to future work following completion of the Project (such as repairs or modifications). The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

As used herein, the following terms shall have the following meanings:

(i) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction contractors and subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(ii) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(iii) "**Black**" means a person having origin in the black racial group of Africa.

(iv) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(v) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(vi) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

2. **Trade Unions.** In addition to all other conditions and requirements set forth herein, Developer shall comply with the following requirements as and to the extent deemed by the City to be applicable to each Project and unless waived by the City's Office of Contract Compliance:
3. **Meeting and Conferring with Trade Unions.** This Agreement is subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that Developer, prior to the commencement of construction and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer at the project sites, shall meet and confer with: the trade unions representing all of the crafts working at the project sites; and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer shall make available copies of the scope of work and prevailing wage rates pertaining to all proposed work at the project site. Not later than ten (10) days following Developer's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer's meet and confer activity.

4. Subcontracts; Competitive Bidding. It is understood and agreed that Developer shall manage and coordinate construction of each Project. Developer shall ensure that contracts and subcontracts are awarded pursuant to a public competitive bidding process or competitive proposal process. All bids shall be subject to review by the City. All contracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of contracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.
5. City Building Code. Developer shall ensure that all construction work is performed in compliance with City building code requirements.
6. Displacement. If a Project involves the displacement of tenants within the meaning of Section 740-9 of the Cincinnati Municipal Code, Developer shall comply with all requirements of the City in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.
7. Small Business Enterprise Program.

(i) The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises ("**SBEs**") (as such term is defined in Chapter 323 of the Cincinnati Municipal Code). Accordingly, with respect to the construction of each Project, Developer shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting 30 percent SBEs combined participation for Construction, Supplies, Services, and Professional Services (as such terms are defined therein). A list of SBEs may be obtained from the City's Office of Contract Compliance. Developer may refer interested firms to the Office of Contract Compliance for review and possible certification as a SBE. Developer shall comply with the provisions of Chapter 323 of the Cincinnati Municipal Code, including without limitation taking at least the following affirmative steps:

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Developer must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts for the Project.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(ii) If any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iii) Developer shall provide to the City, prior to commencement of construction, a list of all contractors and subcontractors for the Project, including information as to the dollar amount of the contract or subcontract and such other information as may be requested by the City. Developer shall update the report monthly.

(iv) Developer shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

(v) Failure of Developer or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in Chapter 323 of the Cincinnati Municipal Code, may be construed by the City as failure of Developer to use best

efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section. The provisions of Section 323-99 (Penalties) of the Cincinnati Municipal Code are hereby incorporated into this Agreement by reference.

8. Equal Employment Opportunity. This Agreement is subject to the City of Cincinnati's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. The provisions of Chapter 325 of the Cincinnati Municipal Code are hereby incorporated by reference into this Agreement.
9. Prevailing Wage. Developer shall comply, and shall cause all contractors and subcontractors working at each project site to comply, with all applicable prevailing wage requirements. In the event of violations of applicable prevailing wage laws with respect to any Project, Developer shall protect, defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all losses, liabilities, actions, claims, suits, demands, judgments, damages, costs and expenses arising therefrom, including without limitation legal expenses.
10. Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of a Project under this Agreement shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
11. Superjobs. If this Agreement is for the provision of construction services, this Agreement is subject to the Superjobs Center Employment Postings requirement established in Ordinance No. 238-2010 as follows: To the extent allowable by law, Developer shall use its best efforts to post available employment opportunities with Developer's organization or the organization of any contractor or subcontractor working with Developer with the Superjobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Business Services Unit Manager at 513-458-6599.
12. Evidence of Contract Compliance. Concurrent with each draw request for Funds, Developer shall provide evidence to the City that all applicable requirements of the City's Office of Contract Compliance are being satisfied. Developer shall be responsible for meeting with the City's Contract Compliance Officer prior to the start of construction for each Project and periodically thereafter during construction as needed to ensure such compliance.